



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
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December 4, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC WORKS: ZERO TOLERANCE GRAFFITI
ABATEMENT SERVICES – ZONE 1D
AREAS OF WEST WHITTIER AND SOUTH WHITTIER
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the work continues to be categorically exempt from the provisions of the California Environmental Quality Act.
2. Find that this service continues to be more economically performed by an independent contractor than by County employees.
3. Approve Amendment 2 to Contract No. 75702 with Superior Property Services, Inc., for Graffiti Removal Services to include a Pilot Project that consists of photography of all graffiti vandalism (tags) in the Zone 1D areas of West Whittier (Los Nietos) and South Whittier for submission to Graffiti Tracker, Inc., for analysis at an additional monthly amount of \$1,200, effective upon your Board's approval.
4. Authorize the Department of Public Works to encumber an additional amount of \$8,284 for the current contract term, which expires on June 30, 2008, to increase the annual not-to-exceed amount from \$67,100 to \$75,384; and to encumber an additional annual amount of \$14,400 for each of the three remaining optional renewal years to increase the annual not-to-exceed amount from \$67,100 to \$81,500.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

5. Authorize the Director of Public Works or his designee to annually increase the contract amount up to an additional 25 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required.
6. Authorize the Director of Public Works or his designee to execute Amendment 2.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to amend Contract No. 75702 with Superior Property Services, Inc., for Graffiti Removal Services to include a Pilot Project that consists of photography of all graffiti vandalism (tags) in the Zone 1D areas of West Whittier (Los Nietos) and South Whittier for submission to Graffiti Tracker, Inc., for analysis.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we provide Service Excellence (Goal 1), Organizational Effectiveness (Goal 3), and Fiscal Responsibility (Goal 4), and Community Services (Goal 6). Having a contractor that has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive and cost-effective manner will support the Department of Public Works (Public Works) in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. The total cost of this amendment will increase the contract's annual maximum sum from \$67,100 to \$75,384 for the current option year ending June 30, 2008, and encumber an additional annual amount of \$14,400 for each of the three remaining optional renewal years to increase the annual not-to-exceed amount from \$67,100 to \$81,500. In addition, the Director of Public Works (Director) may increase the annual contract amount up to 25 percent for unforeseen, additional work of the contract.

Funds are available in the Fiscal Year 2007-08 Public Ways/Public Facilities General Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Prior to the Director executing the amendment, which is substantially similar to the attached form, the contractor will sign and County Counsel will approve as to form.

On June 7, 2006, Agenda Item 38, your Board approved this contract for an initial one-year period with four 1-year renewal options for a total contract period of five years commencing on July 1, 2006.

On July 1, 2007, this contract was amended to reflect the contractor's compliance with the increased Living Wage Program's hourly rates for the first option year of the contract. Under Amendment 1, the contractor's annual contract amount increased from \$57,600 to \$67,100.

Using methodology approved by the Auditor-Controller, Public Works has calculated the cost-effectiveness of contracting for this service. Based on the cost calculations, Public Works has determined that this service continues to be more economically performed by an independent contractor than by County employees.

Since this is a Proposition A contract, Public Works has determined that the contractor continues to comply with the requirements of the Living Wage Program (Los Angeles County Code Chapter 2.201) and agrees to continue to pay its full-time employees providing County services a Living Wage.

ENVIRONMENTAL DOCUMENTATION

This service is categorically exempt from the provisions of the California Environmental Quality Act (CEQA). This routine maintenance service of public facilities for graffiti removal is within a class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 of the CEQA Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the amendment will continue the current contract services.

The Honorable Board of Supervisors
December 4, 2007
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CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'W. T. Fujioka', with a stylized flourish at the end.

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:DLW
GZ:dw

Attachment

c: County Counsel
Department of Public Works (Operational Services)

AMENDMENT 2 TO CONTRACT NO. 75702

ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES – ZONE 1D

THIS AMENDMENT, made and entered into this ____ day of _____, 2007, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and SUPERIOR PROPERTY SERVICES, INC., a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 75702 was entered into between the COUNTY and the CONTRACTOR, on June 7, 2006, to provide graffiti abatement services in Zero-Tolerance Graffiti Abatement Services – Zone 1D for an initial period of one year commencing on July 1, 2006, with four 1-year renewal options; and

WHEREAS, this Contract was awarded under the authority of Los Angeles County Code Section 2.212 (Contracting with Private Business); and

WHEREAS, contracts awarded under this authority are subject to the provisions of the Los Angeles County Code Sections 2.201.010 through 2.201.100 (Living Wage Program); and

WHEREAS, on February 6, 2007, the COUNTY Board of Supervisors approved increases in the COUNTY Living Wage Program's hourly rates; and

WHEREAS, the Board directed that all current COUNTY contracts subject to the Living Wage Program be amended to reflect the new rates when the contracts were either renewed for an option year or otherwise amended after June 15, 2007; and

WHEREAS, on July 1, 2007, the COUNTY renewed this Contract for the first option year; and

WHEREAS, starting on July 1, 2007, the COUNTY requested to have the CONTRACTOR pay its employees at least the newly approved Living Wage Program's hourly rate; and

WHEREAS, the CONTRACTOR was willing to pay its employees providing service under the Contract's existing terms and conditions as amended by AMENDMENT 1; and

WHEREAS, the COUNTY and the CONTRACTOR have agreed on a new annual Contract Maximum Amount, which reflects the CONTRACTOR'S revised Living Wage Program's hourly rates; and

WHEREAS, the CONTRACTOR is willing to continue to provide these services under the Contract's existing terms and conditions as amended by this AMENDMENT.

NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that Contract No. 75702 between them shall be amended as follows:

FIRST: This Contract is hereby amended and modified to include photography of all graffiti vandalism (tags) in the Zone 1D areas of West Whittier (Los Nietos) and South Whittier by the CONTRACTOR for submission to Graffiti Tracker, Inc., for analysis. Additionally, the CONTRACTOR must also meet with Sheriff and/or Graffiti Tracker, Inc., once a week to discuss contract and findings at their discretion. Photography equipment will be provided to the CONTRACTOR by Graffiti Tracker, Inc.

SECOND: The additional services will be provided as a Pilot Project commencing upon Board approval and continuing until June 30, 2008, unless the COUNTY provides a written 30-day notice of termination of the Pilot Project, or COUNTY and the CONTRACTOR mutually agree to delete the additional services from the Scope of Work. This Pilot Project will end on June 30, 2008, unless the COUNTY, acting through the Director, gives a written notice of intent to extend this Project at least 30 days prior to the end of each term.

THIRD: The cost for these additional services will be \$1,200 per month, increasing this Contract's not-to-exceed amount from \$67,100 to \$75,384 (an increase of \$8,284 for the current contract year) and \$81,500 for the remaining option years, or such greater sums that the Board approves.

FOURTH: This Contract's Forms LW-8, Cost Methodology, is revised as reflected in Attachment 1 for the additional and original services.

FIFTH: The monthly rate reflected in Form PW-2 (Schedule of Prices) to be utilized by the COUNTY to pay the CONTRACTOR for graffiti abatement work provided will be increased from \$5,591.66 to \$6,791.66 per month, except for the month of December 2007, which will be \$6,675.66.

SIXTH: This AMENDMENT will take effect upon Board approval.

SEVENTH: Exhibit B, Section 2.CC, Changes and Amendments of Terms, of the current contract is hereby amended to include the following:

- For any revision, which materially affects the scope of work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board and the Contractor or if delegated by the Board, the Director, and the Contractor.

EIGHTH: Except as modified by this AMENDMENT, all other terms, conditions, requirements, and specifications of this Contract shall remain in full force and effect.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

SUPERIOR PROPERTY SERVICES,
INC.

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

COST METHODOLOGY FOR CONTRACT:

PROPOSER: Superior Property Services, Inc.

[illegible]

• All employees shown must be FULL-TIME employees to use Part-Time employees has been granted by the County. Minimum cost for health insurance is \$2.20/hour if hourly wage rate is between \$9.64 and \$11.84, unless exemption from Living Wage requirements has been granted by the County.

This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, should total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices.

The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the proposal.

Superior Property Services, Inc.
Name of Proposer

Date 10/25/2007

P:\CONTRACTS\REVISED COST METHODOLOGY.XLS